

ORDER FOR SUPPLIES OR SERVICES**IMPORTANT:** Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 05/30/2012		2. CONTRACT NO. (If any) GS-23F-0025K		6. SHIP TO:	
3. ORDER NO. FCC12G0057		4. REQUISITION/REFERENCE NO. WTB1200008		a. NAME OF CONSIGNEE	
5. ISSUING OFFICE (Address correspondence to) Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554				b. STREET ADDRESS	
7. TO:		c. CITY		d. STATE	e. ZIP CODE
a. NAME OF CONTRACTOR BOOZ ALLEN & HAMILTON INC.				f. SHIP VIA	
b. COMPANY NAME BOOZ ALLEN & HAMILTON INC.				8. TYPE OF ORDER	
c. STREET ADDRESS 8283 GREENSBORO DRIVE				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY MCLEAN		e. STATE VA	f. ZIP CODE 22102		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> h. EDWOSB					
12. F.O.B. POINT					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION	b. ACCEPTANCE			16. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %	

17. SCHEDULE (See reverse for Rejections)

Item No. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
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See Lines

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		Exemption 4	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Federal Communications Commission						17(i) GRAND TOTAL	
	b. STREET ADDRESS (or P.O. Box) 445 12th Street, SW, Room 1-A761							
c. CITY Washington			d. STATE DC	e. ZIP CODE 20554				
22. UNITED STATES OF AMERICA BY (Signature)						23. NAME (Typed) Kim, JiSun TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE**OPTIONAL FORM 347 (REV. 02/2012)**
Prescribed by GSA/FAR 48 CFR 53.213(f)

RECEIVING REPORT

☐ inspected, ☐ accepted, ☐ received

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

[illegible]

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Continuation Sheet

Exemption 4

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Inc. disc., tax, and fees)
1	Base		HR		
	Period of Performance: 06/01/2012 - 11/30/2012				
	Description: Electronic Engineer II SIN 871 NAICS 541330 PSC: R425 NOT TO EXCEED (NTE) Hours This CLIN is fully funded.				
	Reference Line: WTB1200008 - 0				
	Pricing Options: Base				
	Additional Funding: 1. (FCC-2012-054_0100-20-2000-2000-B-2001-2520): 2. (FCC-2012-054_0100-20-2000-2000-C-2001-2520): 3. (FCC-2012-054_0100-20-2000-2000-C-2076-2520):				
2	Option I - A		HR		
	Period of Performance: 12/01/2012 - 05/31/2013				
	Description: Electronic Engineer II SIN 871 NAICS 541330 PSC: R425 NOT TO EXCEED (NTE) Hours				
	Reference Line: WTB1200008 - 0				
	Pricing Options: Unexercised Option				
3	Option I - B		HR		
	Period of Performance: 12/01/2012 - 05/31/2013				
	Description: Electronic Engineer II SIN 871 NAICS 541330 PSC: R425 NOT TO EXCEED (NTE) Hours				
	Reference Line: WTB1200008 - 0				
	Pricing Options: Unexercised Option				

4	Option II - A		HR		
Period of Performance: 06/01/2013 - 11/30/2013					
Description: Electronic Engineer II					
SIN 871 NAICS 541330 PSC: R425 NOT TO EXCEED (NTE) Hours					
Reference Line: WTB1200008 - 0					
Pricing Options: Unexercised Option					
5	Option II - B		HR		
Period of Performance: 06/01/2013 - 11/30/2013					
Description: Electronic Engineer II					
SIN 871 NAICS 541330 PSC: R425 NOT TO EXCEED (NTE) Hours					
Reference Line: WTB1200008 - 0					
Pricing Options: Unexercised Option					
6	Option III - A		HR		
Period of Performance: 12/01/2013 - 05/31/2014					
Description: Electronic Engineer II					
SIN 871 NAICS 541330 PSC: R425 NOT TO EXCEED (NTE) Hours					
Reference Line: WTB1200008 - 0					
Pricing Options: Unexercised Option					
7	Option III - B		HR		
Period of Performance: 12/01/2013 - 05/31/2014					
Description: Electronic Engineer II					
SIN 871 NAICS 541330 PSC: R425 NOT TO EXCEED (NTE) Hours					
Reference Line: WTB1200008 - 0					
Pricing Options: Unexercised Option					
CLIN Funding:					
Base Totals:					
Exercised Options Totals:					
Unexercised Options Totals:					

CLIN Funding:		Cost:
Base and Options Totals:		

Section G - Continuation Sheet

FCC DOGI Federal Communications Commission Dissemination of Government Information

Contractor Promotional and Press Releases Relating to this Order

(a) Except as set forth in the clause titled *FCC CONFIDENTIALITY*, the FCC does not review for accuracy or approve any statements made in contractor press releases or other promotional material relating to the contractor's performance under this order or the value or importance of its services or goods provided to the FCC under this order, nor does it endorse any particular contractor or the goods or services it provides.

(b) The Contractor shall not publish distribute, or permit to be published or distributed, any press release, promotional account, or statement that contains information attributed to, or quotations from, FCC personnel or the FCC itself relating to the contractor's performance under this order or the value or importance of its services or goods provided to the FCC, unless the information is derived from an FCC or Government-wide past performance information system, is used in proper context, and is full, fair, and accurate. Information contained on past performance questionnaires may be used as approved by the Contracting Officer. Any press release, promotional material, or statement published or distributed by the Contractor that relates to this order shall contain the following disclaimer, which shall be clearly displayed:

Disclaimer: This disclaimer is required by Order No. ___ under Contract No. ___. The Federal Communications Commission (FCC) has not reviewed or approved any statement in this document for accuracy or validity. The FCC and its employees do not endorse goods or services provided by this firm or any other firm, except as allowed by 5 C.F.R. 2635.702(c)(1)-(2), which do not apply here.

Section I - Continuation Sheet**52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

(End of clause)

FCC CONFIDENTIALITY Organizational Confidentiality, Conflict of Interest and Non-Disclosure Requirements**Organizational Confidentiality, Conflict of Interest and Non-Disclosure Requirements****Confidentiality**

1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively "the Contractor"), are restricted as to their use of non-public information, as described in 47 C.F.R. § 0.457, concerning any matter relating to the contract work. Any such information that is made known to the Contractor by virtue of its work under this contract is deemed confidential/proprietary, and may be subject to the deliberative process privilege and any other relevant claims of exemption or privilege from disclosure under the Freedom of Information Act and before the courts of the United States. (Confidential information and/or proprietary data include non-public information to which the Contractor is given access by virtue of its work under the contract and which is the type of information that is not or has not been generally known or available from other sources, or third parties, without disclosure restrictions.) It is the responsibility of the Contractor to preserve all such information in confidence. Any confidential/proprietary information relating to any aspect of this contract may not be discussed or shared, or otherwise exchanged within or outside of the Contractor's organization, except as to those individuals with a need to know who are: (a) assigned to or performing the contract work; or (b) as otherwise agreed to by the Contracting Officer. Immediately upon contract award (if not already provided as part of the proposal process), the Contractor shall submit a list of assigned Contractor employees, subcontractors, consult-

ants, representatives and, if any, other individuals it has identified as having a "need to know," and obtain the Contracting Officer's written consent to exchange confidential/proprietary information with them. The Non-Disclosure Agreement included in this contract must be executed by all affected individuals before the dissemination of any such information. It is understood that the FCC is procuring its requirements from the Contractor under the explicit condition that it ensure that its employees, subcontractors, consultants, representatives or any other individuals who have been approved in writing by the Contracting Officer to receive confidential/proprietary information, not engage in any discussions or otherwise exchange any information with anyone who has not executed a Non-Disclosure Agreement. The approval process described above applies to any individuals who may become associated with the contract effort following award.

2. All reports, information, discussions, procedures, and any other data that is collected, generated or results from the performance of this contract is considered confidential/proprietary information, and may not be disclosed or used by the Contractor at any time in any manner outside the performance of this contract without the prior written approval of the FCC. Requests to make such disclosure must be addressed in writing to Contracting Officer. In the event the Contractor is issued a subpoena, court order, or similar request seeking information related to this contract, the Contractor will notify the Contracting Officer in writing within one calendar day of knowledge or receipt of such request, whichever is sooner.

3. The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the FCC. In addition, the Contractor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the FCC. Requests to make such disclosure should be addressed in writing to the Contracting Officer.

4. All documents, photocopies, computer data and any other information of any kind collected or received by the Contractor in connection with the contract work shall be provided to the FCC upon request at the termination of the contract; i.e., the date on which final payment by the United States is made on the contract, or at such other time as may be requested by the Contracting Officer or as otherwise agreed by the Contracting Officer and the Contractor.

5. The prohibition on disclosure of the information described above is an ongoing obligation and does not terminate with completion of the contract work or upon termination of employment with the contractor.

Conflict of Interest

1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively "the Contractor"), is committed to providing high quality service to the Commission that is free from bias, personal and organizational conflicts of interest, including the appearance of impropriety, and unprofessional conduct. During the period of contract performance, the Contractor shall refrain from providing services to any person or entity with respect to any matter directly involving the subject matter of the contract with the FCC. The Contractor shall also refrain from providing services to any person or entity with respect to any matter indirectly relating to the subject matter of the contract with the FCC without first providing a detailed written explanation of the proposed services to be rendered and obtaining the express written consent of the Contracting Officer in connection therewith. The Contractor further agrees that for a period of twelve (12) months following the termination date of the contract, it will not perform services for any individual or entity that may raise an actual or potential conflict of interest (including circumstances that may raise the appearance of impropriety) with respect to work performed for the FCC under this contract without first obtaining the written consent of the Contracting Officer. (The termination date is defined as the date on which final payment by the United States is made on the contract.) These provisions apply to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary data.

2. During and after the period of contract performance, the Contractor agrees that it will not dispute the validity of, nor take positions inconsistent with, the work product generated for the FCC in connection with this contract. This provision applies to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary information.

3. The Contractor must submit with its proposal a certificate containing the following information:

a. Name, address, and telephone number of any client of the Contractor, and a description of the services rendered, if, in the 2 years preceding the date this solicitation was issued, services were rendered to such client, public or private, relating directly or indirectly to the subject matter of the services to be provided to the FCC under the instant contract.

b. As further provided in Paragraph 4 below, the Contractor shall promptly report to the Contracting Officer, in writing, any changes to this list that may arise during the course of contract performance.

4. The Contractor certifies that it has made inquiry and that, to the best of its knowledge and belief, no actual or potential conflict, or situation that could raise the appearance of impropriety, exists with respect to the services to be provided in connection with the instant contract, or that any actual or potential conflict or appearance issue that does or may exist with respect to the contract in question has been communicated in writing to the Contracting Officer.

5. The Contractor recognizes that the failure to mitigate or otherwise resolve to the satisfaction of the Government, any situation required to be reported pursuant to the above provisions, may render it ineligible for award or, if necessary, subject to contract termination.

6. The Contractor agrees that if after award of the contract, it discovers an actual or potential conflict of interest, including an issue that may present the appearance of impropriety, or that any new circumstances have resulted in such issues, it shall make an immediate and full disclosure in writing to the Contracting Officer of the nature of the conflict (in sufficient detail for the FCC to determine whether or not a conflict exists) and the action which the Contractor has taken or proposes to take to eliminate, neutralize, or mitigate the conflict. The Contracting Officer shall consider the Contractor's submission and take whatever action he or she deems to be in the best interest of the Government. If the contractor was aware of a potential or actual conflict of interest or appearance issue prior to award of this contract, or discovered such a situation after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for cause or default, subject to the appropriate contract clause.

FCC COR Contracting Officer's Representative

Contracting Officer's Representative (COR)

The FCC's COR is responsible for monitoring the Contractor's progress in fulfilling the requirements specified in this contract or order. The COR ensures that all required documentation and/or services and/or supplies are submitted or performed in accordance with the requirements of this contract or order. Should the Contractor fail to fulfill any contractual requirements, the COR shall inform the Contractor of such failure. The COR shall also inform the FCC's Contracting Officer of any technical or contractual problems or delays. The COR also approves all invoices and performs final inspection and acceptance of all work performed and/or all supplies delivered under this contract.

The FCC's COR is not authorized to make any commitments or obligations on behalf of the FCC, including, without limitation, the exercise of options or the incurrence of any costs beyond the stated ceiling price(s) or fixed price(s). The COR shall not grant the Contractor permission to deviate from the requirements stated in the contract or order, and shall not direct the Contractor to perform any work beyond that stated in the contract or order.

By acceptance of this contract or order, the Contractor acknowledges and accepts the limited authority of the FCC's COR, as specified herein. Further, the Contractor agrees that it will not accept any direction or instructions from the COR that are expressly prohibited herein.

The FCC's COR for this contract or order is _____. The COR may be reached via telephone at __, or, via email at _____@fcc.gov.

FCC KEY PERSONNEL KEY PERSONNEL

KEY PERSONNEL

(a) The personnel specified in the table below are considered essential to the work being performed under this contract. The Contractor may change or delete personnel listed as key personnel at the time of award or thereafter with the advance written consent of the Contracting Officer (CO), which consent will not be unreasonably withheld. A contract modification or email message from the CO may serve as consent.

(b) Before removing, replacing, or diverting any of the specified key personnel, the Contractor shall notify the CO, in writing, before the change(s) becomes effective. The Contractor shall submit information to support the proposed action to the CO, such as the resumes of proposed replacement key personnel. The Contractor shall not remove or replace personnel under this contract until the CO has had a chance to review, comment, and approve the proposed change.

The Key Personnel under this Contract are:

Title	Name	Notes:

(End of clause)

FCC NONPERSONAL SVC NONPERSONAL SERVICES CONTRACT

NONPERSONAL SERVICES CONTRACT

This contract is a "nonpersonal services contract" as defined FAR Section 37.101. It is understood and agreed that the contractor and its employees, consultants and subcontractors shall:

1. Perform the services specified herein as independent contractors, not as employees of the FCC;
2. Be responsible for their own management, supervision and administration of the work required, and bear sole responsibility for complying with all technical, schedule, or financial requirements or constraints required for the performance of this contract; and,
3. Be free from any direct or indirect supervision or control by any FCC employee.

Notwithstanding the immediately preceding paragraph, the Contractor shall comply with Government technical direction and other instructions exercised as a matter of right under this contract by authorized Government representatives, such as government direction as to correction of deliverables by the COR and approval rights for the replacement of key personnel by the Contracting Officer, and other direction of authorized Government officers designated to ensure accomplishment of the contract requirements and objectives. The contractor's Project Manager(s) or other designated personnel shall communicate with the COR to confirm the FCC's work requirements as set forth in this contract.

FCC POST-AWD EVAL POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE

POST-AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Contractor Performance Evaluations:

1. Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.1502. The final performance evaluations will be prepared at the time of completion of work.
2. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The contractor will be permitted 30 calendar days to respond. Contractor response is voluntary. If the contractor does not respond within 30 days, the Government will presume that the contractor has no comment. Any disagreement between the parties regarding an evaluation will be referred to an individual at a level above the Contracting Officer, whose decision is final.
3. Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

The Federal Communications Commission utilizes the Contractor Performance Assessment Reporting System (CPARS) to record and maintain past performance information. CPARS hosts a suite of web-enabled applications that are used to document contractor performance information that is required by Federal Regulations. The CPARS module assesses performance on contracts for Systems, Services, Information Technology, and Operations Support. The Architect-Engineer Contract Administration Support System (ACASS) module assesses performance on Architect-Engineer contracts.

The Construction Contractor Appraisal Support System (CCASS) module assesses performance on Construction contracts. CPARS reference material can be accessed at:

<http://www.cpars.csd.disa.mil/cparsfiles/cpars/refmatl.htm>.

The registration process requires the contractor to identify an individual that will serve as a primary contact. This individual will be authorized access to the evaluation for review and comment. In addition, the contractor is encouraged to identify a secondary contact in the event the primary contact is unavailable to process the evaluation within the required 30-day time period.

After the FCC's Contracting Officer registers the contract in CPARS, the contractor will receive a system generated e-mail notifying him/her that the contract is registered. A system generated e-mail will also provide the contractor with a User ID if the person does not already have a CPARS User ID. Once a performance evaluation has been prepared and is ready for comment, the contractor representative will receive a system generated e-mail notification that the performance evaluation is electronically available for review and comment. The contractor representative will receive an automated e-mail whenever an assessment is completed and can subsequently retrieve the completed assessment from CPARS.

Contractors may access evaluations at www.cpars.csd.disa.mil for review and comment in CPARS. Past Performance evaluations and any contractor response will be made available to other federal government agencies on the Past Performance Information Retrieval System (PPIRS).

(End of clause)

FCC SCRTY STBLTY FCC SECURITY AND SUITABILITY PROCESSING

FCC SECURITY AND SUITABILITY PROCESSING

General

(a) All contract personnel are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some contract personnel may also be required to have security clearance determinations. No contract personnel may be assigned to work on the contract without a favorable Preliminary Adjudication determination, based on a review of the OF 306, Declaration for Federal Employment (http://www.opm.gov/forms/pdf_fill/of306.pdf), completion/review of FCC Form A-600, favorable fingerprint check, or a written waiver of these requirements from the FCC Security operations Center (SOC). Additionally, all Non-U.S. Citizen contractor-applicants must provide photo-ID (Foreign Passport), and photo-ID and/or proof of authorization to work in the U.S. (visa, alien registration, etc), at the time the OF 306 is submitted to the SOC.

(b) Suitability, waiver, and security clearance determination investigations are currently conducted through the FCC Security Operations Center (202-418-7884) by means of FCC Form A-600 and other forms as necessary. The individual contract employee will be provided with a review process before a final adverse determination is made. The FCC requires that any contract personnel found not suitable, or who have a waiver cancelled, or are denied a security clearance, be removed by the contractor during the same business day that the determination is made.

(c) If contract personnel are re-assigned and the new position is determined to require a higher level of risk suitability than the contract personnel currently holds, the individual may be assigned to such position while the determination is reached by the SOC. A new A-600 shall be necessary for the new position.

(d) Contract personnel working as temporary hires (for ninety (90) days or less) must complete and receive a favorable Preliminary Adjudication, based on review of the OF 306 and completion of the contract personnel section of the FCC Form A-600, "FCC Contractor Record Form." If during the term of their employment they will have access to any FCC Network application, they must also complete and sign the FCC Form A-200, "FCC Computer System Application Access Form."

At Time of Contract Award

(a) The FCC Security Operations Center must receive the completed, signed OF 306 for all proposed contractor employees within ten (10) days of contract award. Resumes for all principle personnel proposed for assignment on the contract should be provided to the Security Office prior to the time of in-take processing (see below, 3.2). The FCC Security Operations Center requires up to five (5) working days (from the date they are received) to process the OF 306 before any employee is allowed to begin work on the contract. A written waiver from the SOC may be obtained in special circumstances.

(b) All contract personnel, regardless of task description, must complete this form. Without an approved, completed OF 306 on file at the SOC, no contractor employee may begin work. An approved OF 306 is one that has passed initial reviews by the SOC. During the course of the SOC review of the OF 306, the contract personnel may be interviewed by SOC staff regarding information on their OF 306.

(c) In addition, if necessary, the Contractor is responsible for submission of completed, signed computer security forms for each employee prior to that person beginning work on the contract. FCC Instruction 1479.1, FCC Computer Security Program Directive and sample forms will be provided in the appropriate instances. The forms should be submitted to the FCC Computer Security Office.

(d) The COR shall begin processing their section of the FCC Contract Personnel Record (FCC Form A-600) at this time. This form, with the COR and CO portions completed, will be distributed at the time of contract award and must be submitted to the SOC within ten (10) working days.

Registration and Checkout Requirements

Locator and Information Services Tracking (LIST) Registration:

>The SOC maintains a Locator and Information Services Tracking (LIST) database, containing contact information for all Commis-

sion and contract employee personnel, regardless of work location.

>The contract employee's FCC Form A-600, "FCC Contractor Record Form" captures the information for data entry into the LIST system.

Intake Processing

(a) Following the processing of the OF 306 and other required documents, and a favorable Preliminary Adjudication determination, (unless otherwise waived), the contract personnel may report to the FCC for work.

(b) On the first day of work, all contract personnel must report to the SOC to be fingerprinted, be given the fair Credit Report Act Form, and to be photographed and issued a security badge.

(c) At this time the contract employee may be given a link to one of the following forms, based on the security risk designation for the proposed support classification/position, to complete and return to the SOC within seven (7) business days:

- i. Low Risk Positions – SF 85, Questionnaire for Non-Sensitive Positions
- ii. Moderate Risk Position – SF 85-P, Questionnaire for Public Trust Positions
- iii. High Risk Positions/Secret or Top Secret Security Clearance – Standard Form (SF) 86, Questionnaire for

Sensitive Positions

(d) For any contract employee whose name is provided to the Commission for security investigation at (ii) or (iii) level, who subsequently leaves the subject contract within the first year, the Contractor shall reimburse the Commission for the cost of the investigation.* If the contract is scheduled for completion in under one year and the contract employee for whom a security investigation has been done leaves prior to the work being done, the Contractor will be provided a copy of the investigation invoice with the reimbursement request.

*The COR, at the Government's discretion, may waive costs in some circumstances. The decision will be made on a case by case basis.

Monthly Personnel Reports

Monthly report: The Contractor's PM or other designee shall submit to the SOC a monthly contract personnel list. This report is currently provided in MS Excel format. The Contractor shall annotate this report and correct and update the information monthly. This report shall highlight or list in some way those individuals who are no longer employed by the Contractor or no longer working in the subject contract. Any additional contract personnel that have been successfully processed for work on the contract since the previous report shall also be noted. The annotated monthly personnel list report shall be submitted to the following, via email, by the first business day of each month:

- >FCC Security Operations Center
- >Contracting Officer
- >Contracting Officer's Technical Representative (COR)

Checkout Processing

(a) All contract employees no longer employed on the subject contract, or at the termination of the contract, are required to report to the SOC and complete the sign-out portion of the FCC A-600, Contract personnel Record.

(b) This process verifies the ID badge has been returned to the SOC by the contract personnel.

(c) If the checkout processing is not completed by the contract employee, the Contractor shall take action to ensure its accomplishment no later than thirty (30) calendar days after the employee's departure from the FCC.

(d) The contractor shall be liable to the FCC for an administrative processing charge of \$150.00 (One Hundred Fifty Dollars), for each of their contractor employees who leaves their duty assignment at the Commission and fails to complete the checkout processing within 30 (thirty) calendar days of departure. Mellon Bank, N.A., handles collection and processing of all Commission administrative charges and should payment become necessary, the Contractor will be provided the appropriate directions for an EFT.

(e) The Contractor shall be liable for any actual damages arising from a failure to ensure that the checkout processing occurs within the 30 (thirty) calendar days of the contract employee's departure from the FCC.

FCC UNPAID DELQ TAX LIAB REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

(a) In accordance with section 630 and 631 of Division B of the Consolidated Appropriations Act, 2012, (Pub. L. No. 112-74), 125 Stat. 786, 928 (2011), none of the funds made available by that Act may be used to enter into a contract with -

(1) Any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Any corporation that was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted, of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted, of a felony criminal violation under any Federal law within the preceding 24 months.

Completed by: _____

Name: _____ Date: _____
Title: _____

FCC Invoicing Invoicing Instructions***Invoicing Instructions.***

Unless this contract does not require submission of an invoice for payment, the Contractor's invoices must be submitted before payment can be made. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the Federal Communication Commissions Travel Operations Group by one of the following methods:

Method 1 (preferred)	Method 2
E-mail invoices to: FO-Einvoices@fcc.gov	Mail two copies of the invoice to: Federal Communications Commission 445 12 th Street, SW Washington, DC 20554 Attention: TOG

1.1 LIMITATION OF GOVERNMENTS OBLIGATION**LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) This contract is incrementally funded. Of the total price for this contract, only the funded (obligated) amount is presently available for payment and obligated under this contract. It is anticipated that from time to time, additional funds will be obligated under this contract by unilateral administrative modifications until the contract is fully funded.

(b) The Contractor agrees to perform the contract up to the point at which the total amount paid and payable by the Government, in-

cluding any amounts payable by the Government in the event of termination for convenience, approximates but does not exceed the total amount funded/obligated pursuant to this clause. The Contractor is not authorized to continue work beyond that point. The Government's legal liability under this contract, inclusive of any amounts payable pursuant to the "Termination for the Government's convenience" clause (FAR 52.212-4(l)), is limited to the amount funded/obligated pursuant to this clause. Any costs expended or incurred beyond the Government's limitation of obligation are solely at the Contractor's risk.

(c) The Contractor shall notify the Contracting Officer by e-mail at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount paid and payable by the Government, including any amounts payable by the Government in the event of termination for convenience, will approximate 80 percent of the total amount then obligated to the contract pursuant to this clause. The Contractor's notification shall state: (1) the estimated date when that point will be reached; and (2) an estimate of additional funding, if any, needed to continue performance of the contract up to the date the contract expires or to a mutually agreed upon substitute date.

(d) When additional funds are obligated for continued performance of the contract, the contract will be modified to state the revised total of funds obligated to the contract and to indicate the period of contract performance which will be covered by the obligated funds. The provisions of paragraph (b) through (d) of this clause shall apply to the revised total of obligated funds and any agreed substitute date.

(e) If, solely by reason of failure of the Government to obligate additional funds in amounts sufficient for the timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of work under this contract, and if additional funds are obligated to the contract, an equitable adjustment may be made to the price, time of delivery, or both.

(f) Once a contract period (base period or option period) is fully funded, this clause shall become inoperative for the remainder of that contract period, except with regard to rights or obligations concerning equitable adjustments negotiated under paragraph (e) of this clause. This paragraph shall not preclude operation of the clause in any subsequent option period that is incrementally funded.

(g) Nothing in this clause shall affect the Government's right to terminate the contract for convenience or cause, pursuant to "Termination for the Government's convenience" or "Termination for cause" clauses (FAR 52.212-4(l) and (m), respectively).

(h) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(i) The terms of this clause shall apply to each option period of the contract that is exercised and incrementally funded.

Attachments

Identifier	Title	Date	Number of Pages
1	FCC - Statement of Work for Electronic Engineer.doc	05/18/2012	